RECENT CASES.

APPEAL—RECORD—JUDICIAL COGNIZANCE.—WESTERN A. R. Co. & HYER, 39 S. E. 447 (Ga.).—*Held,* That a statement in a brief of evidence, as to a proceeding in a lower court, that the plaintiff "introduced in evidence the mortality and annuity tables in the 70th Georgia Reports," does not authorize an appellate court to take judicial cognizance of the contents of the tables published by the official reporter as an appendix to that volume. Simmons, C. J., and Lewis, J., dissenting.

Under this ruling of the court the plaintiff in error loses his case because he failed to bring up in the record a copy of a set of tables whose contents the law presumes the court to know, and as to which, if it had forgotten them, it could have refreshed its memory by reference to them as published in its own reports. This was error, for by the weight of authority courts take judicial notice of the standard mortality and annuity tables without proof. See *1 Greenl. Ev. (16th Ed.) 6; 17 Am. Enc. Law (2nd Ed.)* 900. In declining to look beyond the record the court refuses to follow *Ragland v. Barringer,* 41 Ga. 114, in which it was held that the court could take judicial notice of the contents of a proclamation issued by the governor of the state, although not set forth either in the brief of evidence or the bill of exceptions.

BILLS AND NOTES—WAIVER OF PROTEST.—WERR V. KOHLES ET AL., 71 N. Y. Supp. 713.—Plaintiff failed to protest at maturity a promissory note on which defendant was endorser. A month after maturity defendant paid plaintiff's husband interest due on note, saying that it was money he owed plaintiff. *Held,* in absence of proof that defendant knew of plaintiff's laches, the payment and statement were insufficient to continue waiver of protest. Adams, P. J., and Spring, J., dissenting.

While the law is well settled that to constitute a waiver of protest after maturity, knowledge by the endorser of the holder's laches is necessary, some uncertainty exists as to whether such knowledge can be inferred from the endorser's promises and attending circumstances, or whether it must be clearly proved. *Kent* in his *Commentaries,* Vol. III, page 113, says that "weight of authority is that this knowledge may be inferred as a fact from the promise under the attending circumstances, without requiring clear and affirmative proof." Such is not the weight of authority to-day. The burden of proof is upon the plaintiff to show that defendant had knowledge of the laches and it must be made clear to appear. *Trimble v. Thorne,* 8 Am. Dec. 302 and note; *Tebbest v. Dowd,* 23 Wend, 379; *Crawford's "Negotiable Instruments Law,"* 180 and note.

CHATTEL MORTGAGES—PROPERTY IN ANOTHER STATE—ATTACHMENT—PRIORITIES—WHICH LAW GOVERNS—AULTMAN & TAYLOR MACHINERY CO. V. KENNEDY, 87 N. W. 435 (Iowa).—Appeal from district court. Affirmed. James Kennedy, a resident of North Dakota, on the 14th of March, 1898, exe-